

7/24/06 8:45:19
pa BK 2,522 PG 661
pa DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

When recorded mail to:

NovaStar Mortgage, Inc.
8140 Ward Parkway, Suite 300
Kansas City, MO 64114
Attn: Special Loans Department
Prepared by: Lindsey Cevallos

Return To:
Docx, LLC
1111 Alderman Dr. Ste. 350
Alpharetta, GA 30005

Project #: 2005-763



S763-000-000115600

115600

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), is effective 9-28-05, between **EUGENE WHITING AND FRANCES WHITING** ("Borrower") and **NOVASTAR MORTGAGE, INC.** ("Lender"), and amends and supplements (1) the Note (the "Note") made by the Borrower, dated **June 9, 1998**, in the original principal sum of U.S. **\$66,600.00**, and (2) the Mortgage or Deed of Trust (the "Security Instrument"), recorded on 7-1-98 as BK1012 BPg0342 in **De Soto County, Mississippi**. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), which is located at **3615 Woodland Drive Horn Lake, MS 38637**. That real property is described as follows:

SEE ATTACHED LEGAL DESCRIPTION.

The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. The Borrower promises to make monthly payments as stated in the Note. If on **September 1, 2028** (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Maturity Date. The Borrower will make such payments at **P.O. Box 808911, Kansas City, MO 64184-8911** or at such other place as the Lender may require.

PREVIOUS DISCHARGE IN BANKRUPTCY In the event that the underlying debt has been discharged as a result of a prior bankruptcy proceeding, NovaStar Mortgage hereby acknowledges that it is not assessing personal liability for the debt to the borrower(s) and that its recourse in collection matters shall be limited to the collateral described in the security instrument.

9/29/05
Date
9/28/05
Date
9/30/05
Date

Eugene Whiting
EUGENE WHITING -Borrower
Frances A. Whiting
FRANCES WHITING -Borrower
Ronda Schrader
RONDA SCHRADER, VICE PRESIDENT -Lender
By: NOVASTAR MORTGAGE, INC.

Witness- for "borrower(s)"

Witness- for "borrower(s)"

STATE OF MISSISSIPPI,

County ss:

On this 28 day of September, before me, a Notary Public for the State of Mississippi, personally appeared Eugene Whiting and Frances Whiting to me to be the person(s) whose name(s) subscribed to the foregoing instrument and acknowledged to me that they executed the same.

My Commission expires:

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE
MY COMMISSION EXPIRES: AUG 7, 2007
FORGED YET A NOTARY PUBLIC UNDERWRITERS

Charles W. W. Jr.
Witness

Shelia Ornel
Notary Public for Mississippi
Residing at Tate County, Mississippi

[Signature]
Witness

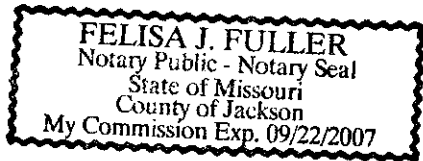
STATE OF MISSOURI, Jackson County ss:

On this 30 day of September, 2005, before me, a Notary Public for the State of Missouri, personally appeared RONDA SCHRADER, VICE PRESIDENT FOR NOVASTAR MORTGAGE, INC known to me to be the person whose name subscribed to the foregoing instrument and acknowledged to me that she executed the same.

My Commission expires:

9/22/07

[Signature]
Notary Public for Missouri
Residing at Jackson County, Missouri



Agency ID/Cost Center #: 1294

Agency/Cost Center File #: 98-835

Addendum to Form No. CM-1-1294-351

(Insert Commitment Number, Policy Number or Endorsement Number)

115600

LEGAL DESCRIPTION

Land situated in DeSoto County, Mississippi and more particularly described as follows:

Lot No. 1721, Section 'D', in DESOTO VILLAGE SUBDIVISION on Section 33, Township 1 South, Range 8 West, as shown by the plat recorded in Plat Book 10, Page 9 in the office of the Chancery Clerk of said County and being more particularly described as follows:

BEGINNING at a point in the east line of Woodland Drive 300.0 feet south of the south line of Bryn Nawr Drive, 49.10 feet to a point, thence along the east line of Woodland Drive 30.90 feet to a point in the north west corner of Lot 1720, thence eastward along the north line of Lot 1720, 160.75 feet to a point in the north east corner of Lot 1720, thence northward parallel to Woodland Drive, 104.44 feet to a point in the southeast corner of Lot 1720, thence westward along the south line of Lot 1722, 166.23 feet to the point of beginning. As per survey by Tidwell Survey Company, dated March 8, 1978. Being the same property conveyed to the Grantors by Warranty Deed of record in Book 126, page 153, in said Chancery Clerk's Office.

Being the same property conveyed to EUGENE WHITING by deed from SIDNEY M. KATZ deed from SIDNEY M. KATZ and STANLEY L. WENDER, TRUSTEES FOR DELTA INVESTMENT COMPANY, a Partnership of record in Deed Book 134, page 314, Register's Office for DeSoto County, Mississippi.